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Title: **Jordan School District and Jordan Education Association, National Education Association (NEA), (2004)**

K#: **800419**

Location: **UT Sandy**

Employer Name: **Jordan School District**

Union: **Jordan Education Association, National Education Association (NEA)**

Local:

SIC: **8211**

NAICS: **611110**

Sector: **L**

Number of Workers: **3500**

Effective Date: **07/01/04**

Expiration Date: **06/03/05**

Number of Pages: **56**

Other Years Available: **Y**

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800419
7/1/04 - 6/30/05
55 pp

NEGOTIATED AGREEMENTS

**Jordan Education Association
2004-2005**

**Jordan School District
June 2004**

Jordan School District
Dr. Barry L. Newbold Superintendent of Schools

**Jordan Education Association
Negotiated Agreement
2004 -2005**

SALARY

- | | | |
|----|--------------------------|------------------|
| 1. | Salary Settlement | \$826,413 |
| | (Attachment # 1) | |

It is agreed that the Jordan School District will for the 2004-2005 school year fund a 0.50% cost of living adjustment to all employee lanes who have ceased receiving a regular increment.

It is agreed that Jordan School District will fund lanes and steps for qualifying certificated employees in the following amounts:

Steps	\$2,586,957	
Lane	\$797,662	
		\$3,384,619

- | | | |
|----|---------------------------|--------------------|
| 2. | Other Compensation | \$1,584,689 |
|----|---------------------------|--------------------|

As per State statute, it is agreed that a full-time employee equivalent will receive a one-time stipend in the amount of about \$300. At this time, Jordan School District has not been provided the specific dollar amount to be allocated to each full-time employee equivalent. The dollar amount will be determined at a later date.

- | | | |
|----|--|--|
| 3. | National Board Certification Teachers | |
| | (Attachment #2) | |

It is agreed that the Jordan School District Board of Education will increase the annual stipend for National Board Certified Teachers (NBCT) from \$500 to \$1,000 per year.

Total Cost \$11,000	\$11,000
----------------------------	-----------------

4. **Stipend for Department Chairs and Team Leaders**
(Attachment #3)

It is agreed by the Jordan School District Board of Education to pay team leaders and department chairs an annual stipend of \$125 for their added responsibilities.

The stipend is to be time-sheeted by local schools and paid as part of the May payroll. The number of stipends cannot exceed sixteen (16) in each high school, twelve (12) in each middle school and eight (8) in each elementary and special school.

Total Cost: \$130,380

\$130,380

BENEFITS

1. **Health and Accident Insurance** **\$2,053,678**
(Attachment #4)

It is agreed that district employees will share equally the responsibility for increases in health insurance costs. However, for the 2004-2005 year only, due to the 0.49 % WPU increase funded by the Legislature, the following methodology will be used. The 0.49% (or \$900,000) will be deducted from the employee's 50% responsibility.

For, example, the insurance cost increase for 2004-2005 is projected to be \$4.2 million. Under agreed upon terms, the \$4.2 million cost increase would be divided evenly -- \$2.1 million to the District and \$2.1 to the employees. For this agreement only, the 0.49% increase (\$900,000) would be subtracted from the employee \$2.1 million obligation, reducing their net obligation to \$1.2 million (\$2.1 m - \$0.9 million). The district would assume the remaining cost increase of \$3.0 million (\$4.2 m - 1.2 m).

CHANGES TO NEGOTIATED POLICIES

1. **Orderly Termination - Certificated: DP316**
(Attachment #5)

It is agreed that the Jordan School District Board of Education will continue the moratorium on DP316 G.4 for up to three years, with review as needed.

This provides for the use of the American Arbitration Association list of hearing officers for any termination hearings between the JEA and the District. No termination hearings have been necessary for the past two years.

2. **Grievance Procedures – Certificated: DP315 NEG**
(Attachment #6)

It is agreed that Jordan School District Board of Education will continue the moratorium on DP315, Grievance Policy, sections J, K, and L for up to three years with review as needed. This provides for the use of the American Arbitration Association list of hearing officers for any grievance hearing between the JEA and the District. No grievance hearings have been necessary for the past two years.

3. **No Absent Incentive – DP354 NEG**
(Attachment #7)

Jordan School District agrees to change the title of this policy to **Attendance Incentive – Certificated Policy – DP345 NEG**. The change in the policy will allow for a differentiated payment for individuals who have from 0-2 absences each year. A moratorium will remain on the policy for the 2004-2005 year to see if the proposed changes from the 2003-2004 Negotiated Agreement will have a positive impact on teacher attendance. The changes will allow for a differentiated payment to individuals who have from 0-2 absences per year.

The previous policy allowed only individuals with no absence to receive additional bonus compensation at the end of the school year.

4. **Local Profession Improvement Committee – AA421 NEG**
(Attachment #8)

It is agreed to modify policy AA421 NEG to enable teachers to receive salary lane change credit for State approved in-service, district approved in-service, and LPIC approved school professional development. The policy changes also allow for the revision of the membership of the LPIC, and establishes hourly criteria for receiving semester hours of credit.

5. **Sick Leave Certificated - DP 324 NEG**
(Attachment #9)

It is agreed by the Jordan School District Board of Education to modify policy DP 324 NEG to allow employees adopting a child up to ten days of critical family leave at the time of actual custody of the adopted child.

6. **Teacher Transfers and Reduction In Force DP403 NEG**
(Attachment #10)

It is agreed by the Jordan School District Board of Education to separate policy DP 304 NEG into two policies, one dealing specifically with teacher transfers and the other reduction in force. New deadline dates will be established and the numbering of the two new policies will be DP 304 NEG – Teacher Transfer and DP 327 NEG – Reduction in Certificated Staff. It is also agreed that the District Advisory Council will review the Reduction in Staff policy during the 2004-2005 school year to assess the need for additional changes in the policy.

7. **Salary Guidelines – DP309 NEG**
(Attachment #11)

Jordan School District agrees to modify policy DP 309 to read that "teachers are to be placed on the salary schedule based on years of contract teaching experience in an accredited school."

NON-NEGOTIATED POLICIES

1. **Resignations – Certificated DP 318**
(Attachment # 12)

Jordan School District Board of Education agrees to change policy DP 318 to assess individuals the cost of a long-term substitute for any leave days used during the last thirty (30) days worked. This would remain a non-negotiated policy.

2. **DP339 – Released Time (Professional)**
(Attachment #13)

Jordan School District Board of Education agrees to assign the District Advisory Committee the task to review Released Time (Professional) and make recommendations on guidelines for the use of those days and the types of days used prior to March 2005.

MISCELLANEOUS

1. **Testing Advisory Committee**
(Attachment #14)

Jordan School District Board of Education agrees to disband the Testing Advisory Committee that was established last year. The feedback from the

Testing Department and the advisory committee members implies that the State is controlling so much of the testing schedule that the committee has limited ability to function.

2. Letter of Intent

Jordan School District Board of Education agrees that letters of intent from the district regarding continued employment be sent out earlier with a return deadline of March 15. It is further agreed to increase the penalty from \$300 to \$500 for failure to provide notice of resignation 30 days prior to the last day worked. The amount is to be deducted from the employee's final District paycheck.

3. Submission of Grades on Teacher Professional Days

Jordan School District Board of Education agrees that the Superintendent will speak with principals regarding reasonable expectations for grade submissions on Teacher Professional Development Days. It is intended that grades will be due no sooner than the afternoon of the professional development day. All teachers should be required to submit their grades on that day or before (not after that day).

**4. Posting the Negotiations Summary on the Jordan District Web Site
(Attachment #14)**

Jordan School District Board of Education agrees that the Negotiation Agreement Summary, including the documents signed by the Board of Education, be posted in the Employee Section of the Jordan School District Website.

5. Diagnostic Reading Assessment Days

Jordan School District Board of Education agrees to continue the early-out days for the administration of the Diagnostic Reading Assessment. It is also agreed that the District will print the first and second grade protocols for distribution to the schools. The Superintendent will encourage principals to continue to look for ways to facilitate teachers' administration of the Diagnostic Reading Assessment.

6. Additional Help for Lunch Supervision in Year-round Schools

Jordan School District Board of Education agrees to direct the District Year-round Committee to review the feasibility of giving additional assistants to schools to help supervise the lunch recess. The findings are to come back to the Administration before March 1, 2005.

7. **Moratorium on Part of the Transfer Policy**

Jordan School District Board of Education agrees to continue the moratorium on the portion of the transfer policy to allow a pilot project of advertising and filling mid-year secondary vacancies between December 15th and the semester break. The pilot will continue for another year.

8. **Training of Teachers New to the District**
(Attachment #16)

It is agreed that beginning with the 2005-06 school year, the Jordan School District Board of Education will change the date of the Reach and Prevention Dimension Training for teachers new to the District to the week before school begins. New teachers will receive a stipend of \$400 for their attendance.

Prevention Dimension	\$140,000
REACH Training	\$140,000
Total Cost:	\$280,000

Total Salary and Benefits	7,990,779
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**Negotiations
Contract Year 2004-05**

Proposal

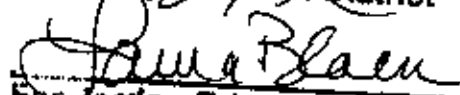
JEA proposes a .5% COLA adjustment for all lanes at point which they cease receiving a regular increment.

Rationale

Career educators are at the third year without any COLA adjustments. This COLA would allow them to at least begin to offset their increase in insurance premium.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date 5/6/04

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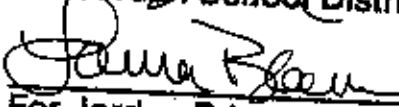
Negotiations
Contract Year 2004-05

Proposal

JEA proposes that the District cover all costs associated with Lanes and Steps including Stipends.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date May 6, 2004

05/06/04 10:49 AM

JORDAN SCHOOL DISTRICT
Dr. Barry L. Newbold - Superintendent of Schools
Sandy, UT

**TRADITIONAL
SALARY SCHEDULE "C"**
184 DAYS - Full Time
8 Hours Per Day

TEACHERS SALARY SCHEDULE
August 24, 2004 to June 15, 2005

**HOURS REPRESENTED ON THE LANES ARE HOURS EARNED BEYOND AND AFTER
BACHELOR'S DEGREE AND ORIGINAL TEACHING LICENSE**

BACHELOR'S PLUS 90 QTR/60 SEM = LANE D + \$500 - DOCTORATE = LANE G + \$1,200 - NATIONAL BOARD CERT +\$500

STEP	Bachelor's	Graduate and/or Approved Credit Earned After Bachelor's Degree			Master's Degree	Graduate Hrs. and/or Credit Earned After Master's
	LANE A	LANE B	LANE C	LANE D	LANE E	LANE G
	Bachelor's	B + 30 qtr or 20 sem	B + 45 qtr or 30 sem	B + 60 qtr or 40 sem	Master's	M + 45 qtr or 30 sem
1	25,614	26,183	26,516	26,969	28,337	29,613
2	25,614	26,183	26,516	26,969	28,337	29,613
3	25,614	26,183	26,516	26,969	28,337	29,613
4	26,810	27,389	27,742	28,185	29,581	30,919
5	28,065	28,652	29,018	29,460	30,882	32,278
6	29,377	29,975	30,359	30,792	32,242	33,698
7	30,753	31,359	31,755	32,185	33,661	35,179
8	32,195	32,801	33,221	33,640	35,144	36,726
9	33,703	34,313	34,754	35,155	36,685	38,344
10	35,744	35,897	36,355	36,747	38,304	40,031
11	35,923	38,046	38,532	38,901	40,143	41,792
12	35,923	38,236	40,304	40,690	41,746	43,628
13	35,923	38,236	40,506	42,509	43,579	45,548
14	35,923	38,236	40,506	42,722	46,098	48,176
15	35,923	38,236	40,506	42,722	46,328	48,417
16	35,923	38,236	40,506	42,722	46,328	48,417
17	36,642	39,001	41,316	43,574	47,257	49,385
18	36,642	39,001	41,316	43,574	47,257	49,385
19	36,642	39,001	41,316	43,574	47,257	49,385
20	36,642	39,001	41,316	43,574	47,257	49,385
21	36,904	39,279	41,611	43,885	47,594	49,737
22	36,904	39,279	41,611	43,885	47,594	49,737
23	36,904	39,279	41,611	43,885	47,594	49,737
24	36,904	39,279	41,611	43,885	47,594	49,737
25	37,551	39,956	42,317	44,619	48,373	50,544

Negotiations
Contract Year 2004-05

Proposal

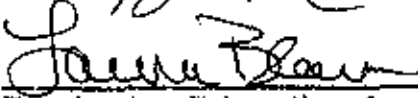
JEA proposes that the stipend for National Board Certified Teachers increase to \$1000 per year.

Rationale

Currently, Jordan pays a smaller stipend for National Board Certification, however, the Board has shown the intent to help increase the number of participants and should reward recipients the same as other districts across the Wasatch Front.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date May 6, 2004

**Negotiations
Contract Year 2004-05**


Proposal

JEA proposes that certain school leadership responsibilities specifically team leader and department chair be compensated according to the attached schedule.

Rationale

With the loss of the career ladder program, leadership roles in schools are no longer compensated but continue to require substantial additional time.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date May 6, 2004

4/30/2004 11:36 AM

Compensation
Department Chair/Team Leader

\$125 per position

Level	Chairs	Amount/school	Schools	Total
High School	16	\$2,000	9	\$ 18,000
Middle	12	\$1,500	16	\$ 24,000
Elementary	8	\$1,000	58	\$ 58,000
Special Schools	8	\$1,000	6	\$ 6,000
			89	\$106,000
		Total loaded		\$130,380

**Negotiations
Contract Year 2004-05**

Proposal

JEA proposes that the .49% of WPU Intended to offset insurance be subtracted from the total increase in the insurance premium and that the District then follow the previously negotiated agreement in which the district pays half and the employee pays of any premium increase.

Rationale

The intent of the insurance offset was to do just that...offset as much as possible of the increase. The Legislature wanted to give some relief to all employees in the insurance arena not just the Districts.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date 5/6/04

5/6/2004 10:48 AM

Estimated Premiums

Employee's Share

<u>Certificated</u>	Current Premium	New Premium	Total Increase	Employee Share (1/2)	Current Mo. Employee Premium	New Mo. Employee Premium	Yearly Cost	% Increase in Premium	% Employee Portion of Premium	% Increase Employee Premium
Exclusive										
Single	291.77	325.07	33.30	16.65	27.75	44.40	532.80	11.41%	13.68%	80.00%
2 Party	489.57	523.16	33.59	26.80	44.66	71.48	857.70	11.41%	13.68%	59.97%
Family	797.38	886.40	91.01	45.51	75.87	121.38	1,458.50	11.41%	13.68%	59.98%
Summit										
Single	291.77	325.07	33.30	16.65	27.75	44.40	532.80	11.41%	13.68%	80.00%
2 Party	489.57	523.16	33.59	26.80	44.66	71.48	857.70	11.41%	13.68%	59.97%
Family	797.38	886.40	91.01	45.51	75.87	121.38	1,458.50	11.41%	13.68%	59.98%
Preferred - District's share is equal to the basic plan. Employees will need to pick up additional over Exclusive and Summit amounts.										
Single	323.66	360.83	36.97	20.32	59.84	80.16	961.92	11.42%	22.22%	33.96%
2 Party	521.22	580.71	59.49	32.70	98.33	129.03	1,548.30	11.41%	22.22%	33.94%
Family	885.10	986.12	101.02	55.52	163.58	219.10	2,628.14	11.41%	22.22%	33.94%

<u>Classified/Administration</u>	Current Premium	New Premium	Total Increase	Employee Share (1/2)	Current Mo. Employee Premium	New Mo. Employee Premium	Yearly Cost	% Increase in Premium	% Employee Portion of Premium	% Increase Employee Premium
Exclusive										
Single	291.77	325.07	33.30	16.65	14.47	31.12	373.44	11.41%	9.57%	115.07%
2 Party	489.57	523.16	33.59	26.80	23.29	50.09	601.02	11.41%	9.57%	115.05%
Family	797.38	886.40	91.01	45.51	39.55	85.06	1,020.66	11.41%	9.57%	115.06%
Summit										
Single	291.77	325.07	33.30	16.65	14.47	31.12	373.44	11.41%	9.57%	115.07%
2 Party	489.57	523.16	33.59	26.80	23.29	50.09	601.02	11.41%	9.57%	115.05%
Family	797.38	886.40	91.01	45.51	39.55	85.06	1,020.66	11.41%	9.57%	115.06%
Preferred - District's share is equal to the basic plan. Employees will need to pick up additional over Exclusive and Summit amounts.										
Single	323.66	360.83	36.97	20.32	48.56	68.88	802.56	11.42%	18.54%	43.84%
2 Party	521.22	580.71	59.49	32.70	74.94	107.64	1,291.62	11.41%	18.54%	43.83%
Family	885.10	986.12	101.02	55.52	127.26	182.78	2,193.30	11.41%	18.53%	43.82%

District's Share

<u>Certificated</u>	Current Premium	New Premium	Total Increase	District Share of Increase	Employee Monthly Premium	New Mo. District Premium	Yearly Cost	% Increase in Premium	% District Portion of Premium	% Increase District Premium
Exclusive										
Single	291.77	325.07	33.30	16.65	44.40	280.87	3,368.04	11.41%	96.34%	37.50%
2 Party	489.57	523.16	33.59	26.80	71.48	451.68	5,420.16	11.41%	86.34%	37.48%
Family	797.38	886.40	91.01	45.51	121.38	767.02	9,204.24	11.41%	86.34%	37.48%
Summit										
Single	291.77	325.07	33.30	16.65	44.40	280.87	3,368.04	11.41%	86.34%	37.50%
2 Party	489.57	523.16	33.59	26.80	71.48	451.68	5,420.16	11.41%	86.34%	37.48%
Family	797.38	886.40	91.01	45.51	121.38	767.02	9,204.24	11.41%	86.34%	37.48%
Preferred - District's share is equal to the basic plan. Employees will need to pick up additional over Exclusive and Summit amounts.										
Single	323.66	360.83	36.97	16.65	80.16	280.87	3,368.04	11.42%	77.78%	20.77%
2 Party	521.22	580.71	59.49	26.80	129.03	451.68	5,420.16	11.41%	77.78%	20.77%
Family	885.10	986.12	101.02	45.51	219.10	767.02	9,204.24	11.41%	77.78%	20.77%

<u>Classified/Administration</u>	Current Premium	New Premium	Total Increase	District Share of Increase	Employee Monthly Premium	New Mo. District Premium	Yearly Cost	% Increase in Premium	% District Portion of Premium	% Increase District Premium
Exclusive										
Single	291.77	325.07	33.30	16.65	31.12	293.95	3,527.40	11.41%	90.43%	53.50%
2 Party	489.57	523.16	33.59	26.80	50.09	473.07	5,678.84	11.41%	90.43%	53.49%
Family	797.38	886.40	91.01	45.51	85.06	803.34	9,640.08	11.41%	90.43%	53.50%
Summit										
Single	291.77	325.07	33.30	16.65	31.12	293.95	3,527.40	11.41%	90.43%	53.50%
2 Party	489.57	523.16	33.59	26.80	50.09	473.07	5,678.84	11.41%	90.43%	53.49%
Family	797.38	886.40	91.01	45.51	85.06	803.34	9,640.08	11.41%	90.43%	53.50%
Preferred - District's share is equal to the basic plan. Employees will need to pick up additional over Exclusive and Summit amounts.										
Single	323.66	360.83	36.97	16.65	66.86	293.95	3,527.40	11.42%	81.46%	24.90%
2 Party	521.22	580.71	59.49	26.80	107.84	473.07	5,678.84	11.41%	81.46%	24.90%
Family	885.10	986.12	101.02	45.51	182.78	803.34	9,640.08	11.41%	81.46%	24.90%

**Negotiations
Contract Year 2004-05**

Proposal

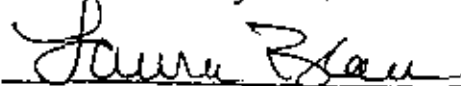
JEA proposes that the moratorium on DP 316 Neg. Orderly Termination section 3, G.4 be in effect for up to three years, with review as needed.

Rationale

Since the Association has not needed to go to a hearing on the above policy, neither side has had the opportunity to work with the proposed revisions. The policy should remain in moratorium until that time and renegotiated at that time.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date April 27, 2004

SUBJECT: ORDERLY TERMINATION PROCEDURES--CERTIFICATED

I. Board Policy

The Board recognizes the need to provide orderly procedures for termination of Jordan School District educators, and delegates to the District Administration responsibility for establishing such procedures in accordance with the Utah Orderly School Termination Procedures Act outlined in Utah Code §53A-8-101 to 107.

II. Definitions

For purposes of this policy, the term "educator" refers to an employee who holds a certificate issued by the State Board of Education with the exception of the Superintendent of Schools and those certificated employees who are required to hold an administrative credential in order to function in the position for which they are employed.

- A. Career Educator: A career educator is a certificated employee, other than the District superintendent, who holds a position requiring a valid certificate issued by the State Board of Education and is not a provisional employee as defined in District policy DP313--Provisional and Probationary Certificated Personnel. Career educators have expectations of continued employment and can only be terminated for cause, declining enrollment, or reduction in funding.
- B. Provisional Educator: Any educator employed by the District who has not achieved status as a career educator and has no expectation of continued employment or issuance of a contract for a subsequent contract term as defined in District policy DP313--Provisional and Probationary Certificated Personnel.
- C. Probationary Educator: Any educator employed by the District who has been advised by the District that his/her performance is inadequate and has been placed on probation.
- D. "Temporary employee" means an individual who is employed by the District on a temporary basis. Temporary employees include but are not necessarily limited to the following: substitute teachers, employees hired under contracts for one (1) year only or for less than one (1) year; employees whose positions are funded by grants and/or yearly allocated state or federal monies; and employees whose positions are authorized for no more than twelve (12) months.
- E. Educator: All certificated personnel as defined above.

III. Administration Policy

Procedures for nonrenewal of a contract of a provisional and a career educator and termination of an educator's contract during the contract term shall be administered according to the following guidelines:

Guidelines**A. CAUSES FOR DISCIPLINARY ACTION OR CONTRACT NONRENEWAL**

- I. The District may determine not to renew the contract of an educator for any of the following reasons:
 - a. Immorality.
 - b. Insubordination, which includes an act of serious insubordination, repeated acts of insubordination, or a pattern of insubordinate behavior.
 - c. Incompetence.

SUBJECT: ORDERLY TERMINATION PROCEDURES--CERTIFICATED

- d. Mental or physical incapacity.
 - e. The need to reduce staff size due to a drop in student enrollment, program or service discontinuance, a shortage of anticipated revenue after the budget has been adopted, or school consolidation.
 - f. Conviction of a felony or misdemeanor involving moral turpitude.
 - g. Conduct which may be harmful to students or the District.
 - h. Improper or unlawful physical contact with students.
 - i. Repeated violation of District policy.
 - j. Unprofessional conduct not characteristic of or befitting a Jordan District educator.
 - k. Unsatisfactory compliance with terms of probation (see District policy DP313--Provisional and Probationary Certificated Personnel).
 - l. Any reason that the District in its sole discretion deems reasonable and appropriate (applies to provisional employees only).
 - m. Performance, attitude, or other employment attribute which is substantially below the performance reasonably expected from other educators having similar responsibilities and duties as determined by District policy DP311--Evaluation for Certificated Personnel.
2. The District may determine not to issue a contract to any educator whose status is "Provisional," as defined under District policy DP313--Provisional or Probationary Certificated Personnel.

B. DISCIPLINARY ACTIONS

The District may elect to proceed with disciplinary action to warn the employee that his/her conduct places the employee in danger of termination during the contract term. The District may elect to exclude any or all of the following steps and proceed directly with termination for cause. No disciplinary action shall thereafter prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the disciplinary action.

- 1. Oral Reprimand: Oral reprimand may be issued by the immediate supervisor.
- 2. Written Reprimand: Written reprimand is issued by the immediate supervisor or District Administration which warns the employee that adverse employee actions which may include contract termination may be taken.
 - a. This warning is active for a two-year period and may remain in either the school file or in the employee's district personnel file.
 - b. The warning does not prejudice the right of the District to proceed with termination for cause should the misconduct continue.
- 3. Probation: The District may elect, but is not required to place the employee on probation for misconduct which could be grounds of termination during the contract year.
 - a. The District is solely responsible for determining the length and terms of probation except under the provisions of District Policy DP311--Evaluation of Certificated Employees.

SUBJECT: ORDERLY TERMINATION PROCEDURES--CERTIFICATED

- b. Probation shall not prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the probation.
- 4. Suspension: The District may, at its discretion, place the employee on suspension.
 - a. The District shall be solely responsible for determining whether the suspension is to be with or without pay and for determining the duration of the suspension.
 - b. Suspension may, among other reasons, be invoked by the District when further investigation is deemed necessary or desirable in order to make an informed decision concerning the employment of an employee or for the purpose of awaiting the outcome of criminal charges pending against an employee.
 - c. Suspension of a teacher shall not in any way prejudice the right of the District to proceed with other action, including termination for cause, at a later date.
 - d. Furthermore, the fact that pending criminal charges against a teacher may be resolved in favor of the teacher shall not preclude the District from initiating termination for cause proceedings or other disciplinary action against the teacher based all or in part upon the same facts which gave rise to the criminal charges.
- 5. Any employee subject to disciplinary action shall be given the opportunity to be represented in any meeting or conference to which they are invited or required to attend with respect to the disciplinary action

C. CAUSES FOR CONTRACT TERMINATION

- 1. The District may terminate the employment of any educator during the term of the educator's contract for any of the reasons listed above under items a. through k.
- 2. The District may terminate the employment of any educator during the term of the educator's contract for any act, failure to act, or conduct which constitutes a breach of the educator's employment contract.

D. PROCEDURES WHEN RENEWAL OF THE CONTRACT OF A CAREER EDUCATOR IS IN QUESTION

- 1. When continued employment of a career educator is in question, the career educator shall be informed in writing at least three (3) months before the end of the contract term.
 - a. The reasons why continued employment is in question shall be specified.
 - b. The career educator shall be provided an opportunity to correct the deficiencies which are causing continued employment to be in question. Assistance may be granted the educator to correct the deficiencies including informal conferences and services of school personnel.

E. PROCEDURES WHEN THE CONTRACT OF A CAREER EDUCATOR WILL NOT BE RENEWED

- 1. When the contract of a career educator will not be renewed, the career educator shall be notified in writing at least two (2) months before the end of the contract term.
- 2. The notice shall state the date of termination and set forth the reasons for contract nonrenewal.

SUBJECT: ORDERLY TERMINATION PROCEDURES--CERTIFICATED

3. The notice shall include a date for an informal conference with the administration, a date for a hearing before an independent hearing officer, and a date for a hearing before the Board of Education.
 - a. The hearing shall be scheduled at intervals of ten (10) days.
 - b. A recommendation shall be required from the hearing examiner within ten (10) days of the date of the hearing.
4. The career educator shall be notified of the right to have the conference and hearings scheduled. If the educator elects not to attend, the dates will be cancelled.
5. The career educator shall be informed of the right to be represented at the hearing(s) by a representative of his/her choice.
6. The notice shall be delivered to the career educator personally or sent by certified mail to the educator's last-known address.

F. PROCEDURES WHEN PROVISIONAL CONTRACT WILL NOT BE ISSUED

1. Provisional educators, as defined under District policy DP313—Provisional and Probationary Certificated Personnel, are not entitled to employment beyond the end of the term of the present contract, and may not reasonably expect continued employment in succeeding years.
 - a. When the District determines not to issue a contract of employment to a currently employed provisional educator, the educator shall be notified in writing at least sixty (60) days prior to the end of the current school year.
 - b. When the District decides to terminate the employment of a provisional educator during the contract term, the employee is entitled to a fair hearing (see item G 1. d.).

G. PROCEDURES FOR TERMINATION DURING CONTRACT TERM**1. NOTICE**

- a. When an educator is to be terminated during a contract term, the District shall notify the educator in writing of the intent to terminate.
- b. The notice shall be delivered to the individual personally or sent by certified mail to the individual's last-known address at least 15 days prior to the proposed date of termination.
- c. The notice shall state the date of termination and set forth the reasons for termination.
- d. The notice shall include a date that the individual must notify the district to begin the appeal process. This date must be no sooner than ten (10) days after the termination date. The process includes the right to an informal conference with the administration, the right to a hearing before an independent hearing officer, and the right to a hearing before the Board of Education.
 - (1) The hearings shall be scheduled at intervals of ten (10) days whenever possible.
 - (2) A recommendation shall be required from the hearing examiner within ten (10) days of the date of the hearing.
- e. The notice shall also inform the educator of the right to be represented at the hearing(s) by a representative of his/her choice.

SUBJECT: ORDERLY TERMINATION PROCEDURES—CERTIFICATED

2. CONTINUED EDUCATOR SERVICE

- a. After notice of termination, the educator, at the option of the superintendent, may remain on the job, be reassigned to another certificated position, or be subject to other reasonable personnel actions.
- b. If the superintendent finds that continued employment may be harmful to students or the District, the educator shall be suspended with pay pending termination. No more than fifteen (15) days of salary shall be provided to employees who are on suspension.
 - (1) The District shall notify the educator of the suspension in writing.
 - (2) The District notice shall include findings of fact as to why harm may result to students or the District if active service is allowed to continue.

3. HEARING CANCELLED

- a. If a hearing is cancelled by the educator, the written notice of intention to terminate employment will serve as written notice of final termination by the Board.
- b. The cause(s) of termination are those contained in the notice of intention to terminate employment.

4. APPOINTMENT OF HEARING EXAMINER

- a. On or before July 1, the superintendent and the organization representing a majority of the educators shall mutually agree upon a pool of eight (8) impartial hearing officers, four (4) shall be submitted by the District and four (4) by the Jordan Education Association.
- b. The procedure for selecting a hearing examiner for a specific hearing shall be as follows: The Association and the District shall each choose two names from the pool of hearing officers. If there is one name chosen in common, that hearing officer shall be first on the list. The remaining names shall be drawn at random and placed on the list in the order drawn. If there are no names chosen in common, all of names shall be drawn at random and placed on the list according to the order of the draw. The hearing officers shall then be called in the order they appear on the list until one is found that is available for the day of the hearing.
- c. The cost of services of the hearing examiner shall be equally shared by the District and the educator or the organization representing the educator.

5. CONDUCT OF THE HEARING

- a. The educator may be represented by counsel and may call witnesses, hear accusing testimony, cross examine witnesses, and examine documentary evidence.
- b. The District shall make available District employees if needed as witnesses for either party.
- c. Parties shall exchange documentary evidence at least two (2) days before the scheduled hearing.
- c. The hearing shall be conducted informally, and the rules of evidence used in courts of law need not be strictly observed.

SUBJECT: ORDERLY TERMINATION PROCEDURES--CERTIFICATED

- e. The hearing proceedings shall be recorded and preserved in a manner to assure completeness and accuracy; i.e., electronic tape recording. Stenographic recording shall not be required.
- 6. **HEARING EXAMINER'S DECISION**
 - a. After hearing all of the evidence, the hearing examiner may render an oral decision immediately following the conclusion of the proceeding. The hearing examiner shall within ten (10) days of the hearing, render a written decision supported by findings of fact.
 - b. The decision may recommend to the Board that the proposed action be taken or that the proposed action not be taken or that other action less severe than the proposed action be taken.
 - c. The decision of the hearing examiner, together with the findings of fact, shall be sent by certified mail to the educator's last known address. A copy shall be mailed to the educator's representative, if any.
- 7. **REQUEST FOR BOARD REVIEW**
 - a. The educator shall have the right to request a Board review of the decision of the hearing examiner.
 - b. A written request for a Board review must be received by the President of the Board of Education within ten (10) days of the date the hearing examiner's decision is postmarked.
 - c. The Board review shall be upon the record made in the hearing before the hearing examiner, except that the Board may, at its discretion, hear additional testimony or argument.
- 8. **BOARD REVIEW NOT REQUESTED OR DECISION FAVORS EDUCATOR**
 - a. If a request for review is not received or if the decision of the hearing examiner is in favor of the educator, the Board shall determine whether or not to adopt the decision of the hearing examiner.
 - b. If the Board adopts the decision of the hearing examiner, the findings of fact prepared by the hearing examiner, if any, shall be deemed the findings of fact made by the Board. The District shall notify the educator of the Board's decision by certified mail.
 - c. If the Board determines not to adopt the decision of the hearing examiner, the Board shall review the matter based upon the record made in the hearing before the hearing examiner, except that the Board, at its discretion, may hear additional testimony or argument.
 - (1) The administration will notify the educator if the Board determines to hear additional testimony or argument.
- 9. **BOARD DECISION**
 - a. Within five (5) days of receiving the hearing examiner's decision, the Board shall render a decision that the originally proposed action be taken, that the originally proposed action not be taken, or that other action less severe than the originally proposed action be taken.
 - b. The Board shall issue findings of fact that support the decision or may adopt the findings of fact prepared by the hearing examiner.

SUBJECT: ORDERLY TERMINATION PROCEDURES--CERTIFICATED

The educator shall be notified of the decision of the Board and the findings of fact by certified mail addressed to the educator's last known address. A copy shall be sent to the educator's representative, if any.

10. FINALITY

- a. The decision of the Board in all cases is final.
A rehearing shall not be allowed.

11. APPEAL

- a. Upon the timely filing of an appeal of the decision of the Board in an appropriate court of law, the Board shall cause to be prepared, certified, and transmitted to the court, the decision of the Board, the findings of fact of the Board, and the record of the hearing before the hearing examiner or Board or both.

12. RESTORATION OF RECORDS AND BENEFITS

- a. If the final decision is made in favor of the educator, the charge(s) shall be expunged from the educator's record except when substantive problems exist but the recommendation to terminate was dismissed or modified because of procedural errors.
- b. If the final decision is made in favor of the educator, the educator shall be reimbursed for salary and benefits lost during suspension, if any.

Negotiations
Contract Year 2004-05

Proposal

JEA proposes that the moratorium on DP 315 Neg. Grievance Policy, sections J., K. and L. be in effect for up to three years, with review as needed.

Rationale

Since the Association has not filed a grievance which as led to the above level, neither side has had the opportunity to work with the proposed revisions. The policy should remain in moratorium until that time and renegotiated at that time.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date April 27, 2004

SUBJECT: GRIEVANCE PROCEDURE—CERTIFICATED

DEFINITIONS

- A. Grievance - A complaint which:
 - 1. Sets forth the allegation that there has been a violation of any District policy, or state or federal law.
 - 2. Specifically identifies the policy or statute violated.
- B. Grievant - Any student, employee, teacher or parent aggrieved by a decision or condition falling under District policy, or state or federal law.
- C. Compliance Officer - The District employee or employees designated to coordinate compliance efforts concerning District policy and state and federal law charged with the responsibility of investigating complaints.

PROCEDURE

- A. Step I:
 - 1. Any certificated employee alleging a grievance is encouraged to resolve the problem, if possible, through an informal discussion with the immediate supervisor. If this is not satisfactory, the grievant shall file at Step II.
- B. Step II:
 - 1. Any certificated employee alleging a grievance shall present a completed grievance form to his/her immediate supervisor. A copy of the grievance will be immediately forwarded by the supervisor to the District compliance officer who shall then submit the issue in question to the Jordan Education Association (JEA) in writing. JEA has the option of reviewing the issue and making a written response to the District compliance officer.
 - a. The supervisor shall respond to the grievance, in writing, within five (5) working days following receipt of the grievance.
 - b. If the response (decision) does not resolve the problem, the grievant shall be free to file the grievance at Step III.
- C. Step III:
 - 1. The Investigatory Committee may be activated at this step only. (See Miscellaneous Item I.)
 - a. The grievant shall prepare and file the grievance with the compliance officer.
 - b. The Investigation Committee or the compliance officer shall investigate the complaint with the parties concerned in the grievance within fifteen (15) working days of the grievance having been filed.
 - c. The compliance officer shall issue a written report setting forth his/her findings and recommendations for the resolution of the grievance within five (5) working days after the conclusion of the investigation.
 - d. The grievance shall be considered resolved if the grievant and the District accept the recommendations of the compliance officer, or if the grievant fails to file the grievance at Step IV within the time limits set forth herein.
 - e. If no written report has been issued within the time limits set forth in "c" above, or if the grievant or District shall reject the recommendations of the compliance officer, the grievant shall be free to file the grievance at Step IV.
- D. Step IV:
 - 1. If the grievant rejects the recommendations of the District compliance officer, or the compliance officer fails to issue a written report in the time specified, the grievant shall have ten (10)

SUBJECT: GRIEVANCE PROCEDURE—CERTIFICATED

working days to request that an impartial hearing examiner be selected to hear the grievance. (Procedures for the selection of the hearing examiner are in the miscellaneous provisions.)

2. The hearing examiner shall submit written recommendations to the Superintendent and the grievant or his/her designated representative within ten (10) working days after the hearing.
3. The Superintendent shall, within five (5) working days, submit in writing to the grievant the District's decision to reject or accept the hearing examiner's recommendation.

E. Step V:

1. If the grievant rejects the recommendations of the superintendent or his designee, or if the superintendent or his designee fails to issue a report within the time limits set forth above, the grievant shall be free to file the grievance at Step V within ten (10) working days of the date the recommendation of the Superintendent or his designee was issued or should have been issued.
2. The grievance at Step V shall be filed with the Board in the following manner:
 - a. The grievant shall file the grievance by delivering it to the Board within the time limits set forth herein.
 - b. Within ten (10) working days of receipt of the grievance, the Board shall establish a hearing date to hear the testimony of all interested parties. The Board shall have the authority to call witnesses for the hearing. Such hearing will be held within twenty (20) working days of the filing of the grievance.
 - c. Within thirty (30) working days of the filing of the grievance at Step V, the Board shall issue its determination of the grievance. The findings of the Board shall be final and binding.

MISCELLANEOUS PROVISIONS

- A. A grievance must be filed within twenty (20) working days of the date grievant knew or should have known of the circumstances which precipitated the grievance.
- B. A grievance shall furnish sufficient background concerning the alleged violation which identifies date(s), time(s), person(s), and actions that led to the allegation.
- C. No person shall suffer recrimination or discrimination because of participation in this grievance procedure.
- D. Hearings should be scheduled during a mutually convenient time.
- E. Employees shall be free to testify regarding any grievance filed hereunder.
- F. Confidentiality will be observed pending resolution of the grievance or final decision by the Board.
- G. Nothing contained herein shall be construed so as to limit in any way the ability of the District and the grievant to resolve any grievance, mutually and informally.
- H. The grievant shall be entitled to representation of his/her choice in all stages of these proceedings.
- I. The Investigatory Committee shall be selected as follows: The District shall designate one member of its choice and the JEA shall designate one member of its choice, and these two appointees shall recommend a third committee member subject to the approval by the JEA and the District. This committee shall conduct investigations of grievances filed by persons asking to be represented by the JEA and shall report the results of its findings and its recommendations, in writing, to the District compliance officer who shall be responsible to make final determination of all grievances. All grievances shall be investigated and a response made, regardless of whether or not the grievant asks for representation.

SUBJECT: GRIEVANCE PROCEDURE—CERTIFICATED

All committee appointments shall be made prior to the beginning of each school year. When required, all members of the Investigative Committee shall be excused from their regular assignments to perform investigations.

- J. The JEA and the District shall submit to each other a list of names of persons to be considered as impartial hearing examiners. On or before July 1, the superintendent and the organization shall mutually agree upon a pool of eight (8) impartial hearing officers, four (4) shall be submitted by the District and four (4) by the JEA. The list shall be maintained at all times until such time as either party shall, in writing, raise an objection to a member on the list. Such objection, if any, must be made prior to a circumstance which requires the member's services.
- K. The procedure for selecting a hearing examiner for a specific hearing shall be as follows: The Association and the District shall each choose two names from the pool of hearing officers. If there is one name chosen in common, that hearing officer shall be first on the list. The remaining names shall be drawn at random and placed on the list in the order drawn. If there are no names chosen in common, all of the names shall be drawn at random and placed on the list according to the order of the draw. The hearing officers shall then be called in the order they appear on the list until one is found that is available for the day of the hearing.
- L. The cost of services of the hearing examiner shall be equally shared by the District and the educator or the organization representing the educator.
- M. In the event that the grievance remains unresolved at the termination of this grievance procedure, the grievant is free to pursue such litigation or statutory remedy as the law may provide.

Negotiations
Contract Year 2004-05

Proposal

JEA proposed that the No-Absence Incentive Policy DP 354 Neg. be titled the Attendance Incentive-Certificated. JEA also proposed that policy remain in moratorium for the 2004-05 year to continue to see if proposed changes from the 2003-04 Negotiated Agreement have made an impact on teacher attendance.

Rationale

We have only looked at the data from the 2002-03 school year. It would be wise to review data from the current year to see if any changes in behavior have occurred prior to rewritten the formula into policy.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date April 27, 2004

SUBJECT: ~~NO ABSENCE INCENTIVE - CERTIFICATED~~ ATTENDANCE INCENTIVE - CERTIFICATED

I. Board Policy

The Board recognizes that it is in the best interest of students to have employees on the job each contract day, and delegates to the administration responsibility for administering an ~~No Absence~~ Attendance Incentive policy for qualifying employees.

II. Administration Policy

The ~~No Absence~~ Attendance Incentive policy shall be administered according to the following guidelines:

Guidelines

- A. Funds recouped for "no pay" days, based on average salary less the cost of substitutes, shall be distributed equally to those employees paid on teacher salary schedules who do not use any sick leave, personal leave, or "no pay" days during the contract year.
1. Employees must complete a full contract year to be eligible.
 2. Only those employees eligible for fringe benefits can be the recipients of this program.
 3. Payment will be made on the regular July check based upon "no pay" days used from July through June.
 4. Payment of available funds to eligible employees shall be prorated according to the number of hours worked per day.

**Negotiations
Contract Year 2004-05**

Proposal

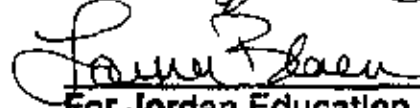
JEA proposes the changes as written in AA 421 Neg. Local Professional Improvement Committee.

Rationale

These changes represent the current philosophy around professional development in the district. Changes were proposed by Brenda Hales, George Welch and Laura Black.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date April 29, 2004

SUBJECT: LOCAL PROFESSIONAL IMPROVEMENT COMMITTEE

I. Board Policy

The Board recognizes the value of a competent, professionally trained teaching staff and authorizes establishment of a Local Professional Improvement Committee (LPIC) to encourage, guide, and reward the professional development of staff members.

II. Administration Policy

The Administration shall administer this policy in accordance with the following guidelines:

Guidelines**A. Membership**

1. The Jordan School District LPIC shall consist of the following members:
 - a. The Executive Director of Curriculum and Staff Development.
 - b. ~~Four~~ Three principals (one elementary, one middle school, ~~and~~ one high school, ~~and one from a special program-related school~~).
 - c. ~~Four~~ Three teachers (one elementary, one middle school, ~~and~~ one high school, ~~and one from a special program-related school~~).
2. The Executive Director of Curriculum and Staff Development shall act as chairperson. The chairperson shall vote only in the case of a tie.
3. The ~~four~~ three principals shall be nominated by the Area Executive Directors and will serve two-year terms. The elementary and high school terms expire on the odd year, ~~and the special programs and middle school terms expire on the even year.~~
4. The ~~four~~ three teachers shall be nominated by the Jordan Education Association (JEA) and approved by the Superintendent. Teachers will serve two-year terms. The ~~special programs and middle school terms expire on the odd year, and the elementary and high school terms expire on the even year.~~

B. Schedule of Meetings

LPIC meetings shall be held ~~as needed~~ on the first Wednesday of the month, ~~September through April, and twice in May, on the first and last Wednesdays.~~ Other Meetings will be scheduled as often as business requires.

III. Functional Responsibilities

- A. The LPIC shall review all ~~school and individual~~ inservice requests for credit and make recommendations regarding approval. Upon LPIC approval, the Executive Director of Curriculum and Staff Development shall sign the inservice requests. ~~The Executive Director of Curriculum and Staff Development and curriculum consultants will review and approve District inservice requests.~~
 1. Any District educator may submit to the Staff Development Office a request to teach a specific inservice course. The Staff Development Office will then arrange for the class according to district guidelines.
 2. Any District educator ~~or principal~~ may submit to the Staff Development Office a request for inservice training. The Staff Development Office will then arrange for the class according to district guidelines.

SUBJECT: LOCAL PROFESSIONAL IMPROVEMENT COMMITTEE

3. Before a District, school or individual course is approved, the instructor(s) must have a resume on file with the Staff Development Office as well as a course syllabus, and a student evaluation plan, and a statement of the desired academic outcome. The chairperson will then seek the approval of the LPIC. Any inservice class for salary lane credit must be approved before the class begins.
4. Any inservice for credit must carry the signature of a central office sponsor.
5. Lane change credit will be granted for all courses approved by the Utah State Office of Education (USOE) and posted for credit on CACTUS. Credit will be granted for courses taught by other agencies as long as the courses are submitted to and approved by the LPIC before the course begins and the course meets all other policy requirements.
6. Only requests received by the 25th of each month will be assured consideration at the next LPIC meeting.
7. The following criteria will be used for inservice evaluation:
 - a. The request meets an established district need.
 - b. ~~Ten (10)~~ Fourteen (14) clock hours (60-minute sessions) of classroom instruction are required for each one (1) ~~quarter semester~~ hour of credit. ~~Fifteen (15) clock hours (60-minute sessions) are required for each one (1) semester hour of credit.~~ Clock hours are considered as direct instruction. Lab activities, homework, or time for meals cannot be counted.
 - c. With the exception of LPIC approved School and Individual Professional Development used to take approved classes, All inservice credit awarded must be earned after contract hours.
8. Clarification of lane change credit:
 - a. Credit for salary lane changes will be granted for resident (on-campus) college credit, ~~extension credit from Utah colleges~~ USOE approved credit, District approved credit, and LPIC approved district-sponsored inservice credit.
An inservice class offered out of the District may be approved for salary lane change credit if it is recommended by one or more District administrators as meeting an assessed District need.
 - b. With the exception of School and Individual Professional Development Days, inservice training where teachers receive a stipend cannot be counted for salary lane change but may count toward state recertification. A stipend will be considered as an hourly payment or honorarium for attendance. District stipends will be based on the current hourly inservice/ curriculum development rate. An honorarium will be considered a payment fee, not a reimbursement for expenses.
 - c. With the exception of School and Individual Professional Development Days, stipends given to inservice instructors will be based on the current hourly inservice curriculum development rate, plus the same rate for an agreed upon number of preparation hours not to exceed the total number of hours of instruction. An instructor may elect to receive credit in lieu of pay the first time he/she teaches a particular course.
 - d. With the exception of School and Individual Professional Development Days, inservice classes held on contract time will not carry salary lane change credit. If administrators are involved in approved inservice training courses for credit, compensatory time may be arranged upon approval of the Area Executive Director.
 - e. University credit will be accepted on a ~~quarter-hour semester-hour~~ basis. ~~Multiply semester hours by 1.5 to convert to equivalent quarter hours.~~
 - f. Jordan District contract employees must submit application forms and pay a registration fee based on the number of credit hours for which they register. ~~A separate fee schedule shall be established~~

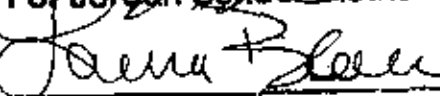
SUBJECT: LOCAL PROFESSIONAL IMPROVEMENT COMMITTEE

~~for non-employees.~~ Any changes in the fee structure must be approved by the Local Professional Improvement Committee and the District Administration.

- g. Salary lane change credit will be processed in the Human Resources Department in accordance with policy DP309—Salary Guidelines, which details educator responsibilities.
- B. The LPIC shall assist with inservice needs assessment by reviewing assessment instruments and making recommendations related to assessment procedures.
- C. The school principal or his/her designee shall serve as the inservice information disseminator at each school.
- D. The LPIC shall screen all applications for sabbatical leave according to policy DP333 NEG—Sabbatical Leave, and make recommendations to the Superintendent for approval.
1. The number of people approved for sabbatical leave is determined by the Board. All applications must be approved by the Board before being granted.
 2. When a sabbatical leave is successfully completed, a copy of the educational program and a transcript of credit and a report will be submitted to the LPIC for review. The LPIC will notify the Superintendent of successful completion or failure to comply.
 3. Personnel on sabbatical leave must submit a progress report to the LPIC by February 15 of the year the leave is granted. The report is to include the date the employee intends to return to full-time status. Following review by the LPIC, the report will be forwarded to the Human Resources Department.
 4. An employee returning from a one (1) year sabbatical leave will be placed in the same school and position as was held at the time the leave was granted, unless he or she requests otherwise. His/her replacement will be hired on a temporary basis and will be so advised upon hiring.
- E. The LPIC shall screen all applications for educational leave according to policy DP332 NEG—Educational Leave, and make recommendations to the Superintendent for approval.
1. The number of people approved for educational leave is determined by the Board.
 2. Personnel on educational leave must submit a progress report to the LPIC by February 15 of the year the leave is granted. The report is to include the date the employee intends to return to full-time status and/or a request for a one-year extension if needed. Following review by the LPIC, the report will be forwarded to the Human Resources Department.
 3. When an educational leave is successfully completed, a copy of the outline of studies and a transcript of credit and a report will be submitted to the LPIC and the Superintendent for review.
- F. The LPIC shall screen all applicants for short-term, less than four-week paid educational leaves associated with Fulbright scholarships and exchanges.
- F.G. The LPIC will function to assist District educators with certification and endorsement needs in accordance with the standards and guidelines of the Utah State Board of Education.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date 4/29/04

Negotiations.
Contract Year 2004-05

Proposal

JEA proposes the following changes in DP 324 Neg. Sick Leave-Certificated.

Rationale

Concerns were address in District Advisory Committee and need to follow with corrective language.

Tentative Agreement

Benny Frankel
For Jordan School District

Laura Blane
For Jordan Education Association

Date April 29, 2004

SUBJECT: SICK LEAVE—CERTIFICATED

I. Board Policy

It is the policy of the Board to authorize paid sick leave benefits for certificated personnel who work 20 hours per week or more and to comply with requirements of Public Law 103-3, Family and Medical Leave Act. The Board delegates to the Administration responsibility for establishing guidelines for sick leave and family leave benefits. If additional leave is needed beyond what is covered in this policy, refer to the Family Medical Leave Policy—DP322 NEG.

II. Administration Policy

The sick leave policy shall be administered according to the following guidelines:

Guidelines**A. Sick Leave Allowances**

1. Until retirement or termination, certificated employees with a continuous service date prior to July 1, 1977, shall be allowed unlimited sick leave not to exceed 180 days per contract year for 9-month employees, 220 days for 11-month employees, and 240 days for 12-month employees.
2. Certificated employees with a continuous service date on or after July 1, 1977, shall be allowed sick leave in accordance with the following schedule:

Years 1 and 2	10 days per year*
Years 3 through 5	12 days per year*
Years 6 through 10	13 days per year*
Years 11 through 15	14 days per year*
Years 16 and beyond	15 days per year*

Maximum accumulations:

176 and 184-day contracts (9 month)	180 days
220 to 233-day contracts (11 month)	220 days
245-day contracts (12 month)	240 days

* Note: An employee may use up to three days of his/her own accumulated sick leave to attend to the health care needs of immediate family members. (Immediate family is defined as husband, wife, daughter, son, employee's or spouse's father, mother, grandchild, brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other person residing in the employee's home.) This schedule does not change the way unused sick leave benefits are calculated at the time of retirement.

3. Calculating sick leave allowances

- a. Employees hired after a contract year has started shall receive sick leave benefits on a prorated basis for the remainder of that year. (For example, an employee who is on contract for 50 percent of the contract year would be eligible to receive 50 percent or 5 days of the 10-day annual sick leave allowance.)
- a. When calculating sick leave allowances in subsequent years, employees shall be awarded a full year of service for the first partial year of employment if their hire date is prior to January 1. If their hire date is after January 1, no service shall be awarded for the first partial year of employment.

SUBJECT: SICK LEAVE—CERTIFICATED

4. Sick leave benefits during approved absences

- a. Interruptions of work for sabbatical leave, educational leave, or other authorized leaves shall not be considered a break in continuous service. Should an employee be granted a leave for any reason, he/she will keep his/her number of cumulative sick leave days to be used upon return, but shall not be considered for sick leave during the time of leave.
- b. Employees returning from authorized leaves shall receive sick leave benefits according to the policy in force at the time the leave began except when the policy is changed as a result of negotiations.

5. Use of sick leave for critical family care

A maximum of ten (10) days of sick leave may be used each year to care for a critically ill member of the immediate family or critically ill person residing on a permanent basis in the employee's home.

- a. Immediate family shall include mother, father, son, daughter, husband, or wife.
- b. Use of sick leave for critical family illness must be authorized by the Sick Leave Bank Review Committee. The employee must submit his/her request in writing to the Sick Leave Bank Review Committee using the form available in the Human Resources Department.
- c. Employees may not apply for critical family illness benefits until all accrued personal leave days and family leave days are used.
- d. In cases of extended critical illness, employees may apply for additional days beyond the ten (10) day allowance.
 - (1) If circumstances warrant it, the Sick Leave Bank Review Committee may authorize additional days equal to the number of unused family days available at the beginning of the critical illness. (A maximum of 3.)
 - (2) Employees who have exhausted personal, sick and family leave benefits, but who must continue to deal with a critical family care (as defined in item 5 above) may apply to the Sick Leave Bank Review Committee for additional days. One additional day may be granted for each year of service in the District up to a maximum of 12 days. If additional days are granted, only the cost of a long-term substitute shall be deducted from the educator's pay.
 - (3) For those employees hired prior to July 1, 1977, the Sick Leave Bank Review Committee may allow the use of sick leave days for a critical family care (as defined in item 5 above). One additional day may be granted for each year of service in the District up to a maximum of 12 days. If additional days are granted, only the cost of a long-term substitute will be deducted from the educator's pay.

6. Use of sick leave for adoption

- a. An employee who adopts a child must apply for critical family care days by submitting his/her request in writing to the Sick Leave Bank Review Committee using the form available in the Human Resources Department. Employees may use up to a maximum of ten (10) days critical family leave at the time of actual custody of the child.
- b. Employees may not apply for critical family care benefits until all accrued personal leave and family leave days are used.
- c. ~~Employees may be granted a maximum 10 days leave at the time of actual custody of the child is received~~
- d- c. Any additional leave must fall under the guidelines of DP322—Family Medical Leave Act.

SUBJECT: SICK LEAVE—CERTIFICATED

- ~~e. d.~~ Part-time employees (half-time or more) may be granted up to a total of twelve (12) weeks leave (paid and non paid, including any off track time to continue to care for an adopted infant.

(1) During the leave period, the District shall continue to pay its portion of the employee's group health insurance premium. An employee on leave must continue to pay his/her portion of the health insurance premium in order to keep coverage in effect.

(2) An employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the leave. An employee will not lose any seniority or employment benefits that accrued before the date the leave began.

(3) If an employee fails to return to work after the leave has ended, the District may recover the health insurance premium paid by the District on the employee's behalf.

B. Sick Leave Limitations for Employees Hired Prior to July 1, 1977

1. Employees hired prior to July 1, 1977, who are off continuously from one contract year to the next and are approved for long-term disability shall be paid a maximum of 180 days of sick leave. If an employee is absent more than 100 days in a contract year, sick leave will be limited to 30 days the following year unless the employee has returned to work and then finds it necessary to apply for long-term disability. If that occurs, an employee will be granted the remainder of his/her 180-day sick leave days from the previous year.
2. If the District suffers a revenue loss, sick leave allowances may be reduced in order to assure solvency and maintain a balanced budget as required by law.
3. Employees hired prior to July 1, 1977, who use 100 or more days of sick leave during a contract year shall be limited to 30 days of sick leave during the following contract year. At the beginning of the third year, the employee's standard sick leave benefits shall be reinstated or termination procedures shall be implemented in accordance with policy DP316--Orderly Termination Procedures.

C. Sick Leave Bank

1. Establishment of the sick leave bank
 - a. Each year, one-half (1/2) day shall be placed in the sick bank for each certificated employee who is on the accumulative sick leave program.
 - b. Unused days in the sick leave bank shall not carry forward to the next year to an accumulated maximum of 200 days.
2. Use of the sick leave bank
 - a. The sick leave bank is designed for serious, unanticipated long-term illnesses. It is not intended to be used for short-term, in-and-out absences, elective medical procedures or other medical care that could be scheduled during non-contract time.
 - b. Days from the sick leave bank shall be granted to eligible employees only after all accrued sick leave, family leave, and personal leave days have been used.
 - c. A combination of continuous years of service and accumulated sick leave days shall be used to determine the number of sick bank days which an employee qualifies to receive and any pay loss to be sustained. (Years of service shall be computed in accordance with established guidelines for salary step movement.)
 - d. Employees are not eligible to participate in the sick bank until 12 months after the date of employment.

SUBJECT: SICK LEAVE—CERTIFICATED

D. Sick Bank Allowances

1. Second Year Employees

Second year employees shall be allowed up to 10 sick bank days at full pay according to the following schedule:

<u>Days of Accumulated Sick Leave at Beginning of Long-Term Absence</u>	<u>Number of Days that Long-Term Substitute Costs Will Be Deducted</u>	<u>Sick Bank Days Allowed At Full Pay</u>
15 plus	0	10
14	1	9
13	2	8
12	3	7
11	4	6
10	5	5
9	6	4
8	7	3
7	8	2
6	9	1
5 or fewer	10	0

- b. After all sick bank days allowed according to the schedule listed under item a. are used, second year employees may be granted up to 10 additional sick bank days if circumstances warrant it. The cost of a long-term substitute shall be deducted for each additional day used under this option.
- c. In cases of catastrophic illness or injury, the Sick Bank Committee may grant second year employees up to 20 additional days of sick bank after all sick bank days provided under items a. and b. are exhausted. The cost of a long-term substitute shall be deducted for each additional day used under this option.

2. Third Year Employees

- a. Third year employees shall be allowed up to 40 sick bank days at full pay according to the following schedule:

<u>Days of Accumulated Sick Leave at Beginning of Long-Term Absence</u>	<u>Number of Days that Long-Term Substitute Costs Will Be Deducted</u>	<u>Sick Bank Days Allowed At Full Pay</u>
15 plus	0	40
14	1	39
13	2	38
12	3	37
11	4	36
10	5	35
9	6	34
8	7	33
7	8	32
6	9	31
5	10	30
4	11	29
3	12	28
2	13	27
1	14	26
0	15	25

SUBJECT: SICK LEAVE—CERTIFICATED

- b. After all sick bank days allowed according to the schedule listed under item a. are used, third year employees may be granted up to 40 additional sick bank days if circumstances warrant it. The cost of a long-term substitute shall be deducted for each additional day used under this option.
 - c. In cases of catastrophic illness or injury, the Sick Bank Committee may grant third year employees sufficient sick bank days to cover their transition to long-term disability after all of the sick bank days provided under items a. and b. are exhausted. The cost of a long-term substitute shall be deducted for each additional day used under this option.
 3. Employees with four or more years of service shall be allowed up to 120 days from the sick bank at full pay less the cost of the substitute for each day the employee falls below 15 days of accumulated sick leave at the beginning of the long-term absence. (A maximum of 15 days' long-term substitute costs will be deducted.)
 4. Sick bank limitations
 - a. Prior to granting sick bank days, an employee shall agree in writing to repay compensation at his/her daily rate of pay for sick bank days used or granted if he/she terminates employment with the district for other than medical reasons before completion of the current and succeeding contract year.
 - b. The illness/injury must be medically documented with a statement bearing an original signature from the attending physician. The verification of absence form may not be stamped with a physician's signature or signed by the attending nurse, office manager, etc.
 - c. A second opinion may be required with any costs not covered by insurance borne by the District.
 - d. When an employee requests sick bank days more than once within a 48-month period for an unrelated illness, a three (3)-day loss of pay shall be required before sick bank days are granted. Use of sick bank days shall be limited to 120 days within a 48-month period. The employee will also be required to meet all other qualifying criteria.
 - e. Under catastrophic conditions, employees may appeal to the sick bank committee for a waiver of pay loss provisions. The committee shall review the employee's attendance record and other related factors and either grant or deny the waiver based on the findings. No appeal beyond the sick bank committee is provided.
- E. Sick Leave Review Board
 1. A Sick Leave Review Board shall be organized to review issues related to sick bank usage and cases of suspected sick leave abuse.
 2. The Sick Leave Review Board shall be composed of one administrator appointed by the superintendent and two members appointed by the president of the Jordan Education Association.
- F. Abuse of Sick Leave
 1. Administrators shall periodically review sick leave usage.
 2. If an abuse of sick leave is suspected, the administrator shall confer with the employee and, if necessary, ask the Sick Leave Review Board to review the case. Cases will be reviewed according to Administrative Guidelines developed by the Sick Leave Review Board.
 3. If it is determined that an abuse of sick leave has occurred, the following actions shall be taken:
 - a. The sick leave benefits which were paid inappropriately shall be reclaimed from the employee.
 - b. The employee shall be suspended for five (5) days without pay during the next pay period.

SUBJECT: SICK LEAVE—CERTIFICATED

- c. A reprimand shall be entered in the employee's personnel file.
- 4. A second proven abuse of sick leave may result in immediate termination.
- G. Payment for Sick Leave
 - 1. In order to receive full pay for work missed due to illness or injury, employees shall complete an absence form which is approved by the immediate supervisor and submitted to the Payroll Department for processing.
 - 2. Employees may be required to verify the nature and duration of an illness or injury with a doctor's certificate.
- H. Notification of Absence
 - 1. Employees are required to notify their immediate supervisor as soon as they know that they will be absent from work.
 - 2. If a substitute must be hired, the employee shall see that the Human Resources Department is notified no later than 6:30 a.m. on the day of the absence.

Negotiations
Contract Year 2004-05

Proposal

JEA proposes changes in DP 304 Neg. Teacher Transfers and Reduction in Force policy.


This proposal would split the policy into two separate policies—Teacher Transfer Policy and a separate Reduction in Certificated Staff policy.

Rationale

JEA feels that the separation of these policies would clarify and separate the issues. Transfers are either voluntary or involuntary. Reduction in Staff procedures would allow teachers to look at a separate policy to understand what happens in the schools when there are changes in the staffing formulas.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date May 6, 2004

SUBJECT: TEACHER TRANSFERS AND REDUCTION-IN-FORCE

I. Board Policy

The Board recognizes that all employees should be placed in the school and department that will best fit the educational needs of the students in the District. Consideration will be given to the employee's placement preference. When circumstances make it necessary to transfer employees involuntarily or reduce staff, orderly procedures are to be implemented.

II. Administration Policy

It is the policy of the Administration to assign personnel to the positions that best meet the needs of the District. Transfers shall be used to maintain a proper balance of experience and specialized competence among the schools of the District.

Guidelines**A. Voluntary Transfers**

1. The Human Resources Department will identify and advertise known vacancies beginning April 1 of each school year, including those positions which were filled after Jan. 1 of the current school year. Transfer requests will be accepted until 10 working days prior to New Teacher Orientation.
2. All vacancies occurring between ~~April 1 and May 15~~ April 15 and June 1 of each year shall be advertised to current employees only, and teachers will make transfer requests according to the following guidelines:
 - a. On ~~Thursday~~ Monday of each week, beginning with the week of April 1, a list of all known job vacancies, together with required endorsements and skill requirements, will be compiled. This list of vacancies will be available to current employees only at the Human Resources Department on Thursday and sent to the local schools for posting immediately thereafter and published on the Jordan School District Web site at www.jordandistrict.org.
 - b. A request for transfer form, available at the school or the Human Resources Department, signed by the principal, along with a resume which gives evidence of appropriate endorsements and requested skill requirements, should be submitted to Human Resources no later than the Friday following the school postings. After a teacher has submitted one transfer form and resume, requests for transfer to additional openings can be accomplished by calling Human Resources no later than the Friday following the school postings. Information from the first transfer request will be forwarded to other schools upon the request of the teacher.
 - c. Using a common set of criteria such as personnel files, requested qualifications, experience, etc., principals will review requests for transfer and select the candidates to be interviewed. Principals will interview at least two qualified transfer candidates if available. Candidates who are interviewed but not offered a position will be notified in writing. When the position has been filled, all candidates making application will be notified through a District communication sent to the local schools. Whenever possible, this notification shall be made before the end of the current school year.

B. ~~Involuntary Transfers~~ Reduction in Staff (RIS)

- ~~1. When an involuntary transfer becomes necessary due to a reduction in staff or for staff balance, a call for volunteers shall be made and if there are none, selection shall be made in reverse order of total District~~

SUBJECT: TEACHER TRANSFERS AND REDUCTION-IN-FORCE

seniority. Exceptions will be made when such a selection would result in creating a program need which could not reasonably be filled by remaining faculty members in that school. The principal, in cooperation with the area assistant superintendent, shall determine the program needs.

- a. ~~A secondary program need shall be based upon the primary teaching assignment.~~
- b. ~~The person in charge of each secondary extracurricular activity may be exempted.~~
2. ~~When identifying the person with the least total District seniority, the Human Resources Department shall rank the seniority of all teachers in the school including job share or half-time employees. A job share or half-time employee with enough seniority to keep a full-time position will be allowed to do so. This may result in the elimination of a job share or half-time position.~~
3. ~~Teachers required to transfer involuntarily shall be notified of the available openings for which they are qualified.~~
4. ~~Teachers identified for involuntary transfer shall list their preference for available positions. Positions will be filled by the Human Resources Department with consideration given to the teacher priority listing.~~
5. ~~Whenever possible, an employee being transferred to a different location shall be notified before the end of the school year. The employee being transferred shall be notified of the transfer in a conference with the Executive Director of Human Resources or his/her designee. In all cases where an involuntary transfer is made, the employee shall be informed of the reasons for the transfer.~~
6. ~~In cases of involuntary transfer as a result of reduction of staff, transferred teachers will have the following right to return:~~
 - a. ~~If a position opens after the start of the school year in which the transfer occurs, the position will be filled with a newly hired teacher on a one-year contract, and the teacher who was involuntarily transferred will have the option of returning to that position the following year.~~
 - b. ~~The right to return to that school will be guaranteed for two school years and will be in direct order of District seniority according to the criteria outlined in section C.1. The teacher will provide notice of his/her desire to return by completing the applicable section of the Annual Educators Intent Form.~~
7. ~~When a "reduction in staff" teacher cannot be placed in a position commensurate with appropriate endorsements and skill requirements, Reduction in Force Guidelines will be implemented.~~

C. ~~Involuntary Transfers Administrative~~

1. ~~A principal or immediate supervisor may request the transfer of an employee when in his/her judgment it will benefit the employee, the school, or the District. Transfer requests stating specific reasons for the transfer shall be made to the Area Executive Director. The Area Executive Director shall review the request and recommend approval or denial to the Executive Director of Human Resources. Upon final approval of the Executive Director of Human Resources, a copy of the request shall be given to the employee no later than April 1.~~

SUBJECT: TEACHER TRANSFERS AND REDUCTION IN FORCE

2. Involuntarily transferred teachers will be allowed to interview through the voluntary transfer process from April 1 through April 30. If teachers are not successful in gaining a voluntary transfer by April 30, the District will place the employee.
3. If, after the employee has been placed, the employee may continue to interview through the voluntary transfer process (Refer to Section II A of this policy).
4. Transfers during the school year shall be avoided.

REDUCTION IN FORCE GUIDELINES

A. Layoff Procedure

— In the event of program changes, enrollment decreases, reduction in revenues, or other unforeseen circumstances, it may become necessary to initiate a reduction in force. Should this occur, the following procedures shall be followed:

1. If a reduction in force is necessary, decisions will be based on the program and staffing needs of the District. Interns will be terminated prior to the release of any contract or provisional educator.
2. Total seniority in the District shall apply to the extent that reduction in force by seniority does not impact negatively on District needs and basic programs and on certification requirements.
3. If a choice must be made between two (2) or more employees determined by the Administration to be qualified for an available position, the employee with the greatest total seniority in the District will be retained. If total District seniority is the same, the original hire date will act as the second determiner. If the hire date is the same, the principal will make the selection according to school need.
4. Notification of termination, when related to a reduction in force, shall include the assurance that employees so terminated shall have the right to reemployment for an available position equivalent to the one they occupied at the time of the reduction in force.
5. Under normal circumstances, staff members who are to be affected by the reduction in force shall receive at least thirty (30) days notice.

B. Recall

1. Contract employees affected by a reduction in force will be recalled in order of total District seniority before provisional employees. Provisional employees will be recalled before new employees are hired. Employees will be placed in available positions for which they are certified and qualified which are equivalent to the ones they held prior to the reduction in force. This will not restrict the District from filling vacancies that exist for which no employee affected by the reduction in force qualifies under the stated criteria.
2. If an employee is terminated through reduction in force and then rehired during the same contract year, the employee's salary step and lane placement shall remain unchanged. If the terminated employee is rehired during a subsequent year, salary placement will move up one step on the same lane. If the employee qualifies for a lane change between the time of termination and rehiring, salary placement will be on the higher lane provided the employee accepts the first offering by the Board to a position for which he/she is qualified.

SUBJECT: TEACHER TRANSFERS AND REDUCTION-IN-FORCE

3. ~~An employee who is rehired following termination through reduction in force shall have accrued sick leave and other leave benefits reinstated at the level existing at the time of termination provided the employee accepts the first position offered by the Board for which he/she is qualified.~~
4. ~~If an employee refuses to accept the first position offered by the Board for which he/she is qualified, the Board is relieved of further obligation to the employee. The employee shall be allowed up to thirty (30) days to meet the contract requirements of an interim employee.~~

B. Involuntary Transfers—Administrative

1. A principal or immediate supervisor may request the transfer of an employee when in his/her judgment it will benefit the employee, the school, or the District. Transfer requests stating specific reasons for the transfer shall be made to the Area Executive Director. The Area Executive Director shall review the request and recommend approval or denial to the Executive Director of Human Resources. Upon final approval of the Executive Director of Human Resources, a copy of the request shall be given to the employee no later than April 1.
2. Involuntarily transferred teachers will be allowed to interview through the voluntary transfer process from April 1 through April 30. If teachers are not successful in gaining a voluntary transfer by April 30, the District will place the employee.
3. If, after the employee has been placed, the employee may continue to review through the voluntary transfer process (Refer to Section II A of this policy).
4. Transfers during the school year shall be avoided.

SUBJECT: REDUCTION IN CERTIFICATED STAFF

I. Board Policy

The Board recognizes that certificated staff should be placed in the school that will best fit the educational needs of the students in the District. When circumstances make it necessary to reduce staff, orderly procedures are to be implemented.

II. Administration Policy**Reduction in Staff (RIS)**

1. When a transfer becomes necessary due to a reduction in staff or for staff balance, a call for volunteers shall be made and if there are none, selection shall be made in reverse order of total District seniority. Exceptions will be made when such a selection would result in creating a program need which could not reasonably be filled by remaining faculty members in that school. The principal, in cooperation with the area assistant superintendent, shall determine the program needs.
 - a. A secondary program need shall be based upon the primary teaching assignment.
 - b. The person in charge of each secondary extracurricular activity may be exempted.
2. When identifying the person with the least total District seniority, the Human Resources Department shall rank the seniority of all teachers in the school including job-share or half-time employees. A job-share or half-time employee with enough seniority to keep a full-time position will be allowed to do so. This may result in the elimination of a job-share or half-time position.
3. Teachers required to transfer involuntarily shall be notified of the available openings for which they are qualified.
4. Teachers identified for involuntary transfer shall list their preference for available positions. Positions will be filled by the Human Resources Department with consideration given to the teacher priority listing.
5. Whenever possible, an employee being transferred to a different location shall be notified before the end of the school year. The employee being transferred shall be notified of the transfer in a conference with the Executive Director of Human Resources or his/her designee. In all cases where an involuntary transfer is made, the employee shall be informed of the reasons for the transfer.
6. In cases of transfer as a result of reduction of staff, transferred teachers will have the following right to return:
 - a. If a position opens after the start of the school year in which the transfer occurs, the position will be filled with a newly hired teacher on a one-year contract, and the teacher who was transferred will have the option of returning to that position the following year.
 - b. The right to return to that school will be guaranteed for two school years and will be in direct order of District seniority according to the criteria outlined in DP304 NEG—Teacher Transfers. The teacher will provide notice of his/her desire to return by completing the applicable section of the Annual Educators Intent Form.
7. When a "reduction in staff" teacher cannot be placed in a position commensurate with appropriate endorsements and skill requirements, Reduction in Force Guidelines will be implemented.

SUBJECT: REDUCTION IN CERTIFICATED STAFF

REDUCTION IN FORCE GUIDELINES

A. Layoff Procedure

In the event of program changes, enrollment decreases, reduction in revenues, or other unforeseen circumstances, it may become necessary to initiate a reduction in force. Should this occur, the following procedures shall be followed:

1. If a reduction in force is necessary, decisions will be based on the program and staffing needs of the District. Interns will be terminated prior to the release of any contract or provisional educator.
2. Total seniority in the District shall apply to the extent that reduction in force by seniority does not impact negatively on District needs and basic programs and on certification requirements.
3. If a choice must be made between two (2) or more employees determined by the Administration to be qualified for an available position, the employee with the greatest total seniority in the District will be retained. If total District seniority is the same, the original hire date will act as the second determiner. If the hire date is the same, the principal will make the selection according to school need.
4. Notification of termination, when related to a reduction in force, shall include the assurance that employees so terminated shall have the right to reemployment for an available position equivalent to the one they occupied at the time of the reduction in force.
5. Under normal circumstances, staff members who are to be affected by the reduction in force shall receive at least thirty (30) days notice.

B. Recall

1. Contract employees affected by a reduction in force will be recalled in order of total District seniority before provisional employees. Provisional employees will be recalled before new employees are hired. Employees will be placed in available positions for which they are certified and qualified which are equivalent to the ones they held prior to the reduction in force. This will not restrict the District from filling vacancies that exist for which no employee affected by the reduction in force qualifies under the stated criteria.
2. If an employee is terminated through reduction in force and then rehired during the same contract year, the employee's salary step and lane placement shall remain unchanged. If the terminated employee is rehired during a subsequent year, salary placement will move up one step on the same lane. If the employee qualifies for a lane change between the time of termination and rehiring, salary placement will be on the higher lane provided the employee accepts the first offering by the Board to a position for which he/she is qualified.
3. An employee who is rehired following termination through reduction in force shall have accrued sick leave and other leave benefits reinstated at the level existing at the time of termination provided the employee accepts the first position offered by the Board for which he/she is qualified.
4. If an employee refuses to accept the first position offered by the Board for which he/she is qualified, the Board is relieved of further obligation to the employee. The employee shall be allowed up to thirty (30) days to meet the contract requirements of an interim employer.

Tentative Agreement
For Jordan School District

[Signature]
For Jordan Education Association

Date May 6, 2004

Negotiations
Contract Year 2004-05

Proposal

JEA proposes changes in DP 309 NEG Salary Guidelines.

Rationale

Strengthens the belief that our teachers need to be trained by accredited teacher preparation programs.

Tentative Agreement


For J. J. School District


For J. J. Education Association

Date 4/29/04

SUBJECT: SALARY GUIDELINES

I. Board Policy

It is the policy of the Board to meet with the Administration, officers of each departmental organization, and their appointed representatives in salary negotiations to establish salary schedules.

It is also the policy of the Board to pay wages and salaries that shall enable the District to secure and retain qualified personnel.

The Board delegates to the District Administration the responsibility for implementing the salary policy.

II. Administration Policy

The salary policy shall be implemented according to the following guidelines:

Guidelines**A. Date of Payments**

Payment of all salaries shall be made on the 25th day of each month. If the 25th falls on a weekend or on a holiday, payday will be the previous working day as approved by the Board of Education. All approved deductions, other than those legally required, shall be made only upon the written request of the employee.

B. Salary Rates

District personnel shall be compensated at rates agreed upon through negotiations and published in the salary schedules for each group of employees. The actual employee's salary shall be a factor of his/her percent of contract and placement on the salary schedule.

C. Basic Salary Schedule

A basic salary schedule shall be established for certificated personnel. The schedule shall be based upon consideration of years of contract teaching experience in an accredited school and upon continued training.

~~D. Special Teaching Assignments~~

~~Personnel in special teaching assignments shall be compensated at a rate commensurate with their salary positions. All workshops and special training shall be paid at a flat per diem rate.~~

E.D. Differential Allowance

Differential allowance may be paid to teachers with special assignments as recommended by the Administration and approved by the Board.

F. E. Placement on Salary-Step Scale

Salary schedule placement shall be determined by the number of full or part-time years of teaching experience. In cases of interrupted or part-time service, the following guidelines shall apply:

1. Effective July 1, 1996, an employee who is employed at least half-time and who actually works in any one school year a number of days equal to or greater than one-half the number of work days specified for similar contracts shall be given one-year experience credit. Employees working less than one-half the number of work days will receive no experience credit.

G. E. Equated Teaching Experience

Teaching experience in other school Districts shall be evaluated by the Executive Director of Human Resources. Full-time teaching experience outside the District shall equate to full-time years of service credit;

SUBJECT: SALARY GUIDELINES

half-time teaching experience outside the District shall equate to one-half year of service credit. The District shall grant credit for outside teaching experience as follows:

Teaching Experience Outside the District	Equivalent Years to District Teaching Experience
1 to 5 years	Full Credit
6 or more years outside experience	1 equivalent for each 2 years of

A maximum of 10 years total equated credit shall be allowed except in areas of critical need when the Executive Director of Human Resources is authorized to determine credit allowances. ~~In the case of two (2) employees having the same total seniority in the District, the employee hired first is designated as the senior employee.~~

H. G. Military Experience

No salary step credit shall be granted to any employee for military experience except for previous employees who have left the District to enter the military service. These employees shall be granted benefits required under the reemployment rights provision of Chapter 43 of Title 38, U.S. Code.

I- H. Submission of Evidence

1. It shall be the responsibility of the employees to submit to the Human Resources Department documented evidence which they wish to have considered in determining their initial placement on the salary schedule.
2. For new employees to the District, only graduate hours beyond the original certificate and B.S. degree will count toward salary lane placement except under the following circumstances. For new hires, undergraduate hours taken after the original certificate and B.S. degree may be considered for salary lane placement if they are recommended to the Local Professional Improvement Committee by one or more District administrators as meeting an assessed identified District need. The recommendation, along with supporting evidence, must be submitted in writing to the LPIC (no later than the first week of August for teachers on year-round schedules or the first week of September for teachers on traditional schedules) so the LPIC will have sufficient time to approve or deny the request prior to the issuance of the first payroll.
3. Credit for salary lane changes for current employees will be granted only for resident (on campus) college credit ~~and Jordan School District sponsored or, and USOE approved credit. District approved credit and~~ LPIC approved inservice credit. These hours will be granted in accordance with Policy AA421 NEG.
4. Salary lane changes shall be awarded when the Human Resources Department receives proof of eligibility in the form of an official grade transcript (~~Internet transcripts will not be accepted~~). If proof of eligibility is submitted prior to the 15th of the month, the salary lane change shall be reflected on the paycheck issued in the following month.

J. L. Compensation for Substitute Teachers

A salary schedule for substitute teachers shall be established.

Negotiations
Contract Year 2004-05

Proposal

JEA proposes that DP 318 be changed to help solve the problem with teachers resigning at the end of their sick or family medical leave.

Rationale

The HR department has identified this concern and brought the issue to District Advisory Council. DAC agreed to the proposed changes.

Tentative Agreement



For Jordan School District



For Jordan Education Association

Date April 27, 2004

SUBJECT: RESIGNATIONS—CERTIFICATED

I. Board Policy

- The Board recognizes that, under extenuating circumstances, an employee of the District may request termination of his/her contract, that the appropriate office of the District may request the termination of a contract, and that by mutual agreement between the District and the employee, an employee's contract may be terminated.

II. Administration Policy

Proper notice of resignation in writing shall be submitted through the school principal to the Superintendent and the Board. This notice shall be filed with the Human Resources Department. The resignation policy shall be administered in accordance with the following provisions:

Guidelines

- A. Employees are expected to adhere to the conditions of the contract until it has been terminated legally or by mutual consent.
- B. The employee may be released from the contract at any time for reasons such as maternity or adoption of a child, transfer of spouse, military service, illness, etc.
- C. When requesting contract termination, certificated personnel must give at least thirty (30) days written notice. Failure to give such notice will result in an assessment of \$500 to be deducted from the last paycheck and may result in attachment of a letter that precludes future employment with the District ~~or an assessment of \$300 or both.~~
- D. ~~Employees resigning during the contract year will be assessed the costs of a long-term substitute for any leave days used during the last thirty (30) days of their employment.~~

Negotiations
Contract Year 2004-05

Proposal

JEA proposes that District Advisory Committee be given the assignment to review DP 339 Released Time (Professional) and make recommendations on guidelines on the use of the days and types of days prior to March 2005.

Rationale

During the review of the use of the days from the 2002-03 School Year, it has become apparent that not all days are used for the intended purpose.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date April 29, 2004

Negotiations
Contract Year 2004-05

Proposal

JEA proposed to abandon the Testing Advisory Committee which was negotiated during the 2003-04 Negotiations.

Rationale

The feedback from both the Testing Department and the advisory committee members is that the state is controlling so much of the testing and setting the windows for the testing times that the committee has limited ability to function.

Tentative Agreement



Jordan School District



Per Jordan Education Association

Date Apr 27, 2004

**Negotiations
Contract Year 2004-05**

Proposal

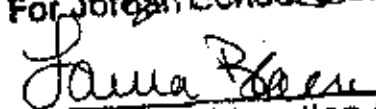
JEA proposes that the Negotiation Agreement Summary including the documents signed by the Board of Education be published in the Employee section of the Jordan District web-site.

Rationale

This would allow employees to have access to the agreement without the costs of publication.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date April 27, 2004

**Negotiations
Contract Year 2004-05**


Proposal

JEA proposes that newly hired educators be required to attend four days of training in addition to New Teacher Orientation day. These educators would be paid a stipend of \$400 and would begin with the 2005-06 contract year.

Rationale

The three or more days that beginning educators are required to be out of their classrooms when the training could be completed prior to school starting might eliminate some concerns that the educators are out of the classroom too often for these types of training.

Tentative Agreement


For Jordan School District


For Jordan Education Association

Date May 6, 2004